

**Invoice No** 000003516N



**Ney Inc.**  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone: 860-242-2281  
Fax: 860-242-5688  
Billing Inquiry: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

**Customer** 001796

**Duplicate Copy**

**Bill to :**

**DELPHI ENERGY & ENGINE MGMT**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

**SHIPPED TO ADDRESS:**  
**DELPHI C -CHIHUAHUA CROSS DOCK**

**CISCO 34065**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/07/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201\03				

Please pay balance due by Sunday August 7, 2005.

Late Payment charge maybe deducted if paid within Terms.

## Shipping List

N03645



**Ney Inc.**  
 Ney Industrial Park  
 Bloomfield, CT 06002-3619 USA  
 Phone.....: 860-242-2281  
 Fax.....: 860-242-5688  
 Billing Inquiry.....: 847-566-4100  
 www.DeringerNey.com

Customer No/Ship To: 001796-0001  
 Sales Order Shipper



**DERINGER-NEY INC.**  
 Ney Inc.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK  
 CISCO 34065  
 32 CELERITY WAGON  
 EL PASO TX 79906  
 USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	F O B
07/07/2005	550023828	000564-01	14	180.00	CENTRAL TRANSPORT	1436	OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	25353201\03                      000                      U/M EA    SO Item 1, Release 075 WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY  NEY Part No. 012793   <						

**DELPHI**

Energy & Chassis Systems

Page 1 of 3

**Buyer:**

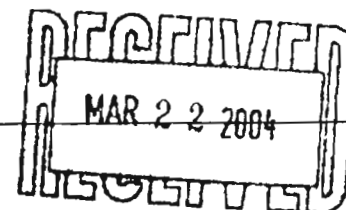
Delphi Energy & Chassis Systems  
5820 Delphi Drive  
Troy MI 48098

**Requirements Contract**

PO Number  
550023828

Date Issued  
01/08/2003

Version  
03/16/2004 14:44:24



**Deliver to:**

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

Vendor No: 1008126  
DUNS No: 005073895

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Plant
----------	--------------	-------

00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN  
WIPER ASM-FUEL LVL SEN

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*  
\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

### Requirements Contract

PO Number

550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003

Item No: Material No:  
Description

Plant

RECEIVED  
MAR 22 2004

### Notes Continued:

\*\*\*\*\*

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

\*\*\*\*\*

This Contract replaces previous contract # --.

\*\*\*\*\*

\*\*\*\*\*

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

\*\*\*\*\*

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

\*\*\*\*\*

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

**Requirements Contract**

PO Number  
550023828  
Version  
03/16/2004 14:44:24

Date Issued  
01/08/2003

RECEIVED  
MAR 22 2004

Item No. Material No.  
Description

Plant

**Notes Continued:**

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

\*\*\*\*\*  
02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Date 7/7/05

(SCAC)

\*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations



Pro Number  
010-129507-0

Central Transport Delivery Receipt

Ship Date 07/07/05	
Pieces 2	Weight 240
Reference Number	
Org 010	DC 799
Freight Terms Freight Charges Are Collect	
SCAC:	CTII

Consignee:

DELPHI  
32 CELERITY WAGON  
EL PASO, TX 79906

Shipper:

DERINGER NEY INC  
NEY INDUSTRIAL PARK  
BLOOMFIELD, CT 06002

Special Instructions  
Delivery Trailer: 47-0740  
Shipper COD Amount  
0.0000

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent.

**CENTRAL TRANSPORT**  
(Name of Carrier)

Shipper No. **1436**  
Carrier No. **7/12/05**  
Date **7/12/05**

TO: Consignee **DELPHI C - CATERPILLAR CROSS** FROM: Shipper **DERINGER NEY INC.**  
On Collect of Delivery shipments, the letters "COD" must appear before consignee's name or be otherwise provided in Item 40, Sec. 1.

Street **32 CELERITY WAGON** Street **NEY INDUSTRIAL PARK (860) 242-2281**  
Destination **32 CELERITY WAGON** City **BLOOMFIELD, CT** Zip Code **06002 USA**

No. Shipping Unit	Weight (Subject to Tare)	RATE	CHARGES
1	180 lbs.		
1	60 lbs.		
	240 lbs.		

Bill Third Party:  
DELPHI C (3408)  
c/o DATA LOGISTICS  
P.O. BOX 8115  
NORWOOD, MA 02062-8115

010-129507-0

RECEIVED, subject to the classification and label in effect on the date of receipt of the goods in the carrier's possession, the carrier shall not be liable for any loss or damage to the goods in the carrier's possession, except as noted on the receipt, and the carrier shall not be liable for any loss or damage to the goods in the carrier's possession, except as noted on the receipt, and the carrier shall not be liable for any loss or damage to the goods in the carrier's possession, except as noted on the receipt.

SHIPPER OTHER SHIPMENT. Subject to NHTC 100/CTH-100 and 49 USC 14708 and DOT 49 CFR 317.

Stamp / Sign Here

Firm **DE**

By **mmufo**  
Shipment received in good order

Pieces Received **19 BX**

Driver **Joe L** Date **7-12-5**

Arrive Time Depart Time

Pro Number

010-129507-0

Additional Delivery Services Requested

- ☐ Inside Delivery \$70.00 ☐ Sort - Segregate \$90.00 ☐ Driver Delay \$75.00  
☐ Residential Delivery \$50.00 ☐ Liftgate \$90.00 ☐ Redelivery \$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Internal Use Only

# And Type of Container \_\_\_\_\_  
Part # \_\_\_\_\_  
Qty. of Pcs Affected \_\_\_\_\_

Class \_\_\_\_\_  
Skids \_\_\_\_\_  
Date \_\_\_\_\_ Log# \_\_\_\_\_

**Invoice No 000003529N**

Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

**Customer 001796****Duplicate Copy****Bill to :**

**DELPHI ENERGY & ENGINE MGMT**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

**SHIPPED TO ADDRESS:**  
**DELPHI C -CHIHUAHUA CROSS DOCK**

**CISCO 34065**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/08/2005	NET 30	BLOOMFIELD	FREIGHT COLLECT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201\03 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03663 Ship Date: 07/08/2005 BOL No. BAX 805509935 NEY Part No.012793		4,704.00000	1.22820	5,777.45
Frm  Please pay balance due by Sunday August 7, 2005.  Late Payment charge maybe deducted if paid within Terms.			Total Item Price Shipping Insurance  Total Inv Price Amount Paid Balance Due Late Charge Total Due w/ late Charge		5,777.45 0.00 0.00  \$ 5,777.45 \$ 5,579.88 \$ 197.57 \$ 184.88 \$ 382.45

CUSTOMER COPY



**Invoice No** 000003529N

Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone: 860-242-2281  
Fax: 860-242-5688  
Billing Inquiry: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

**Customer** 001796**Duplicate Copy****Bill to :**

**DELPHI ENERGY & ENGINE MGMT**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

**SHIPPED TO ADDRESS:**  
**DELPHI C -CHIHUAHUA CROSS DOCK**

**CISCO 34065**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000584

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/08/2005	NET 30	BLOOMFIELD	FREIGHT COLLECT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201\03	000 U/M EA	4,704.00000	1.22820	5,777.45
	WIPER ASM (MULTI-BUTTON)NEY D+ C729 /NEYORO D GRAY Shipper No. N03663 Ship Date: 07/08/2005 BOL No. BAX 805509935 NEY Part No. 012793				
	Frm			Total Item Price	5,777.45
	Please pay balance due by Sunday August 7, 2005.			Shipping	0.00
	Late Payment charge maybe deducted if paid within Terms.			Insurance	0.00
				Total Inv Price	\$ 5,777.45
				Amount Paid	\$ 5,579.88
				Balance Due	\$ 197.57
				Late Charge	\$ 184.88
				Total Due w/ late Charge	\$ 382.45

CUSTOMER COPY

Customer No/Shlp To: 001796-0001  
Sales Order Shipper

DERINGER-NEY INC.  
NEY INC.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK  
CISCO 34065  
32 CELERITY WAGON  
EL PASO TX 79906  
USA

Salesman: 003

[illegible]

**DELPHI**

Energy & Chassis Systems

Page 1 of 3

**Buyer:**

Delphi Energy & Chassis Systems  
5820 Delphi Drive  
Troy MI 48098

**Deliver to:**

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

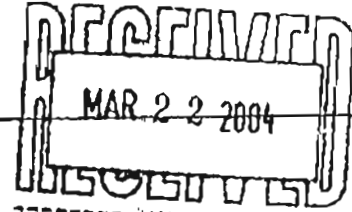
DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

**Requirements Contract**

PO Number  
550023828

Date Issued  
01/08/2003

Version  
03/16/2004 14:44:24



Vendor No: 1008126

DUNS No: 005073895

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Description	Plant
----------	--------------	-------------	-------

00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN  
WIPER ASM-FUEL LVL SEN  
\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*  
\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

### Requirements Contract

PO Number

550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003

Item No. Material No.  
Description

Plant

RECEIVED  
MAR 22 2004  
15:55:55

### Notes Continued

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

This Contract replaces previous contract # --.  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  
\*\*\*\*\*

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.  
\*\*\*\*\*

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

\*\*\*\*\*  
The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number  
550023828  
Version  
03/16/2004 14:44:24

Date Issued  
01/08/2003

RECEIVED  
MAR 22 2004

Item No.	Material No.	Plant
Description		

Notes Continued

of the Buyer, (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, seller's price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

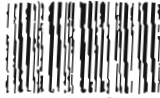
Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

\*\*\*\*\*  
02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

**BAX** CORPORATE SUPPORT GROUP  
AND EXCHANGE  
**GLOBAL** BAX GLOBAL DRIVER



8/05 ORIGIN BDL DEST. SORT CODE

AIRBILL  
NUMBER

805 509 935

1-800-CALL-BAX  
FOR INFORMATION ON THE  
BAX OFFICE NEAREST YOU

SHIPPER'S ACCOUNT NO.  
362200451  
DEPT./FLOOR

CONSIGNEE'S ACCOUNT NO.  
550007828  
DEPT./FLOOR

CONSIGNEE NAME  
NATALIE THAYER  
PHONE NO.  
-242-2281  
ADDRESS  
DOUGLAS ST  
DANFIELD CT 06002

COMPANY  
DPMI (- CHINA HUA CROSS OCEAN)  
TO (CONSIGNEE NAME)  
CISCO 2000  
ACCURATE STREET ADDRESS (BAX CANNOT DELIVER TO A.P.O. BOX)  
3d COMMUNITY WAGON  
CITY  
EL PASO TX 79906

**BILLING INFORMATION**  
REPAID SHIPPER \$  
COLLECT RATE QUOTE NUMBER  
3RD PARTY (AGST NO REQD.)  
O.D.  
BAX GLOBAL WILL COLLECT  
ONSHORE CHECK MADE PAYABLE  
ONLY TO THE SHIPPER FOR THE  
VALUE OF THE GOODS IN THE  
INVOICE SHOWN

**HANDLING INFORMATION**  
☐ HOLD AT BAX ☐ DANGEROUS GOODS ☐ SATURDAY DELIVERY ☐ SPECIAL DELIVERY ☐ CONVENTION  
SPECIAL INSTRUCTIONS / ADDITIONAL REFERENCE INFORMATION:  
NO. OF PCS 1 WEIGHT 55.6 LENGTH 40 WIDTH 40 HEIGHT 37 DESCRIPTION MCAI/PLASTIC ASSEMBLY  
TOTAL PCS. TOTAL WT. REWEIGHT 1 SMO(S) SAID TO CONTAIN 4704 NO. OF PIECES 780023  
RELEASE SIGNATURE X  
DECLARED VALUE \$  
LIMIT OF LIABILITY  
RECEIVED BY BAX AT  
☐ SHIPPER'S DOOR ☐ BAX TERMINAL  
OUTSIDE CARRIER \$  
CHARGES ADVANCED PRO NUMBER CARRIER NAME

**SERVICE REQUESTED**  
**GUARANTEED SERVICES**  
CALL YOUR LOCAL BAX STATION  
☐ Guaranteed First Arrival (EMR 1)  
☐ Guaranteed Overnight (EMR 2)  
☐ Guaranteed Airport-to-Airport (EMR 3)  
☐ Guaranteed 2nd Day (EMR 4)  
**STANDARD SERVICES**  
☐ OVERNIGHT (NEXT BUSINESS DAY)  
☒ SECOND-DAY  
☐ BAXSAVER  
☐ NEXT FLIGHT AVAILABLE  
☐ OTHER

certify that this cargo does not contain any unauthorized explosives, incendiaries or hazardous materials. I consent to a search of this cargo. I am aware that this endorsement and original signature, along with shipping documents, will be retained on file for at least thirty days.

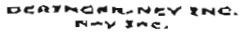
SHIPPER / REPRESENTATIVE SIGNATURE: SIGN NAME X PRINT NAME X, NATALIE THAYER DATE 7/2/05

**RECEIVED BY BAX GLOBAL DRIVER / AGENT**  
Signature: [Signature] Time: 12:45  
Shipper must sign this bill and produce the proper identification. One government issued photo ID is acceptable. If this cannot be furnished, the FAX requires 2 forms of ID, one of which must be government-issued, non-photo.  
Non Negotiable Airmail  
Conditions of Carriage On Reverse Side  
1st person ID reviewed: [Signature] Matched photo on 107: YES [ ] NO [ ]  
2nd person ID reviewed: [Signature] Matched photo on 107: YES [ ] NO [ ]

(IN ORDER TO EXPEDITE, SHIPMENT MAY BE DIVERTED TO MOTOR OR OTHER CARRIER AS PER TARIFF RULE UNLESS SHIPPER GIVES OTHER INSTRUCTIONS HEREON.)  
NON-NEGOTIABLE AIRBILL SUBJECT TO TERMS AND CONDITIONS OF CONTRACT ON REVERSE SIDE

SHIPPER COPY

Yvonne,  
I found it!  
Deb



Page # 1

**Invoice No** 000003573N



**Ney Inc.**  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

**Customer** 001796

**Duplicate Copy**

**Bill to :**

**DELPHI ENERGY & ENGINE MGMT**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

**SHIPPED TO ADDRESS:**  
**DELPHI C -CHIHUAHUA CROSS DOCK**  
  
**CISCO 34065**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/12/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201103                      000                      U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03709                      Ship Date: 07/12/2005                      BOL No. 1441 NEY Part No.012793		20,832.00000	1.22820	25,585.86
	Frm  Please pay balance due by Thursday August 11, 2005.  Late Payment charge maybe deducted if paid within Terms.		Total Item Price Shipping Insurance  Total Inv Price Amount Paid Balance Due Late Charge Total Due w/ late Charge		25,585.86 0.00 0.00  \$ 25,585.86 \$ 24,710.92 \$ 874.94 \$ 818.75 \$ 1,693.69

CUSTOMER COPY





Customer No/Ship To: 001796-0001  
Sales Order Shipper



DERINGER-NEY INC.  
Ney Inc.

Salesman: 003

*CUSTOMER COPY*

**DELPHI**

Energy & Chassis Systems

Page 1 of 3

**Buyer:**

Delphi Energy & Chassis Systems  
5820 Delphi Drive  
Troy MI 48098

**Requirements Contract**

PO Number

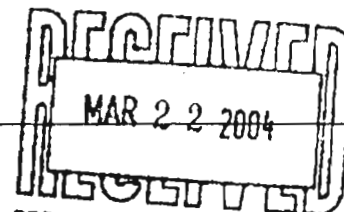
550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003



**Deliver to:**

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Vendor No: 1008126

DUNS No: 005073895

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*

\*\*\*THIS AMENDMENT CHANGES VALIDITY & PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number  
550023828  
Version

Date Issued  
01/08/2003

03/16/2004 14:44:24

Item No. Material No. Description Plant

RECEIVED  
MAR 22 2004

Notes Continued:

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

This Contract replaces previous contract # --.  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.  
\*\*\*\*\*

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

\*\*\*\*\*  
The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number  
550023828  
Version  
03/16/2004 14:44:24

Date Issued  
01/08/2003

RECEIVED  
MAR 22 2004

Item No. Material No.  
Description

Plant

Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

INV # 3573N

This is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in Indelible Pencil, or in Carbon, and retained by the Agent

Shipper No. 1441  
Carrier No.  
Date 7/12/05

CENTRAL TRANSPORT  
(Name of Carrier)

(SCAC)

TO: Consignee DELPHI - CHINA RIVER CROSS ROCK FROM: Shipper DERINGER-NEY INC.  
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1  
Street CISC 34065 Street NEY INDUSTRIAL PARK (860) 242-2283  
Destination 32 CECILY WAGON Zip Code Origin BLOOMFIELD, CT Zip Code 06002 USA

No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
1		pallet wiper ASM (M-6) (FI-740)	95 lbs		
2		pallets wiper ASM (M-6) (60-262/63)	395 lbs		
1		pallet wiper ASM (M-6) (200x)	35 lbs		
4			525 lbs		
BILL THIRD PARTY: DELPHI C (34065) c/o DATA 2 LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-9115					
CLASS 70					

REMI C.O.D. ADD	010-129900-7	C.O.D. FEE: PREPAID <input type="checkbox"/> COLLECT <input checked="" type="checkbox"/>	TOTAL CHARGES: \$
spec ship	010-129900-7	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other charges.	FREIGHT CHARGES FREIGHT PREPAID <input type="checkbox"/> Check Box If Charges are to be checked <input type="checkbox"/> COLLECT <input checked="" type="checkbox"/>
	Under-h C.C. BS PS-ATTD B/L	(Signature of Consignor)	

RECEIVED, subject to the classification and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents) which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation) party at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is the duty of the carrier to deliver the property to the consignee at the place of destination and as to each party at any time interested in all or any of said property, that every service to be rendered by the carrier shall be in accordance with the governing classification and the said terms and conditions are hereby agreed to by the shipper and consignee.

SHIP OTHER SHIP INIT. CARRIER  
Subject to NMFC 100/CTH-100 and 49 USC 14706 and DOT 49 CFR 370  
PER  
\*Mark with "X" to designate Hazardous Materials as defined in Title 49 of the Code of Federal Regulations.



**CENTRAL  
TRANSPORT**

Pro Number  
**010-129900-7**

Central Transport Delivery Receipt

Ship Date <b>07/12/05</b>	
Pieces <b>4</b>	Weight <b>525</b>
Reference Number	
Org <b>010</b>	DC <b>799</b>
Freight Terms <b>Freight Charges Are Collect</b>	
SCAC: <b>CTII</b>	

Consignee:  
**DELPHI C CHIHUAHUA CROSS  
32 CELERITY WAGON ST  
EL PASO, TX 79906**

Shipper:  
**DERINGER-NEY INC  
NEY INDUSTRIAL PARK  
BLOOMFIELD, CT 06002**

Special Instructions  
Delivery Trailer: 47-2156  
Shipper COD Amount  
0.0000

This is to certify that the herein-described material is properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in indelible pencil, or in cubes, and retained by the Agent.

**CENTRAL TRANSPORT** (Name of Carrier) (SCAC)

TO: Consignee **DELPHI C CHIHUAHUA CROSS CROSS** FROM: Shipper **DERINGER-NEY INC**

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name, or so otherwise prompted in Item 434, Sec. 1.

Street **C152 340651** Street **NEY INDUSTRIAL PARK (860) 242-2281**

Destination **32 CELERITY WAGON ST** Origin **BLOOMFIELD, CT** Zip Code **06002 USA**

Route	Rate	Weight (Subject to Tare)	RATE	CHARGES
1	92 1550	7x 79906		
2				
3				
4				

BILL THIRD PARTY:  
DELPHI C (PAGES)  
c/o DATA 2 LOGISTICS  
P.O. BOX 5115  
NORWOOD, MA 02052-0115

**010-129900-7**

RECEIVED subject to the conditions and terms of the bill of lading. The property described above is received in good order, except as noted (contents and condition of containers, etc.).

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without inspection on the container, the carrier shall not make delivery of this shipment without payment of freight and all other charges.

Freight Charges: **5**

Freight Prepaid: **Collect**

Signature of Consignee: *[Signature]*

Signature of Shipper: *[Signature]*

DATE: **7/12/05**

Stamp / Sign Here

Firm *[Signature]*

By *[Signature]* **07/18/05**

Shipment received in good order

Pieces Received **4**

Driver *[Signature]* Date **7/18/05**

Arrive Time **2:00** Depart Time **3:10**

Pro Number

**010-129900-7**



Additional Delivery Services Requested

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Inside Delivery \$70.00      | <input type="checkbox"/> Sort - Segregate \$90.00 | <input type="checkbox"/> Driver Delay \$75.00 |
| <input type="checkbox"/> Residential Delivery \$50.00 | <input type="checkbox"/> Liftgate \$90.00         | <input type="checkbox"/> Redelivery \$50.00   |

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Internal Use Only

# And Type of Container \_\_\_\_\_ Desc. \_\_\_\_\_

Part # \_\_\_\_\_ Skids \_\_\_\_\_

City of Pcs Affected \_\_\_\_\_ Date \_\_\_\_\_ Log# \_\_\_\_\_

**Invoice No** 000003574N



Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

**Customer** 001796

**Duplicate Copy**

**Bill to :**

**DELPHI ENERGY & ENGINE MGMT  
32 CELERTY WAGON  
EL PASO TX 79906  
USA**

**SHIPPED TO ADDRESS:  
DELPHI C -CHIHUAHUA CROSS DOCK**

**CISCO 34065  
32 CELERTY WAGON  
EL PASO TX 79906  
USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 001666

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550069680	07/12/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25342895102 U/M EA WIPER-DIESEL MULTIBUTTON NEYD* Shipper No. N03710 Ship Date: 07/12/2005 BOL No. 1441 NEY Part No.012120		1,280.00000	1.70960	2,188.29
Frm			Total Item Price		2,188.29
			Shipping		0.00
Please pay balance due by Thursday August 11, 2005.			Insurance		0.00
Late Payment charge maybe deducted if paid within Terms.			Total Inv Price		\$ 2,188.29
			Amount Paid		\$ 1,546.44
			Balance Due		\$ 641.85
			Late Charge		\$ 70.03
			Total Due w/ late Charge		\$ 711.88

CUSTOMER COPY



Deringer-Ney Inc.

Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Pg 24 of Shipping List N03710

Customer No/Ship To: 001796-0001

Sales Order Shipper

DERINGER-NEY INC.  
Ney Inc.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK  
CISCO 34065  
32 CELERITY WAGON  
EL PASO TX 79906  
USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	F O B
07/12/2005	550069680	001666-00	2	35.000	CENTRAL TRANSPORT	1441	OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	25342895\02 U/M EA SO Item 1, Release 009 WIPER-DIESEL MULTIBUTTON NEYD*  NEY Part No. 012120  						



11/09/2005 13:09 8602425688

**DELPHI**

Energy & Chassis System

Page 1 of 2

**Buyer:**

DELPHI  
ENERGY & CHASSIS SYSTEMS  
5820 DELPHI DR  
TROY MI 48098

**Deliver to:**

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

DERINGER-NEY INC  
2 DOUGLAS ST  
NEY INDUSTRIAL PARK  
BLOOMFIELD CT 06002-3690

**Requirements Contract**

<b>PO Number</b>	<b>Date Issued</b>
550069680	01/27/2005
<b>Version</b>	
01/27/2005 11:54:36	

**Vendor No:** 1010951  
**DUNS No:** 126011431

**Payment Terms:** ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

**Incoterms:** FOB-Freight Collect

Item No.	Material No. Description	Plant												
00010	25342895 WIPER ASM-FUEL LVL SEN	HT01 DELPHI E & C CHIHUAHUA												
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>01/01/2004</td><td>12/31/2005</td><td>USD</td><td>1,677.60</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	01/01/2004	12/31/2005	USD	1,677.60	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM									
01/01/2004	12/31/2005	USD	1,677.60	1,000	PC									

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

This Contract replaces previous contract # --  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or loading instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company.

Purchasing Contact: McMurrian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2815

11/09/2005 13:09 8602425688

Pg 26 of 59

PAGE 12/12

DELPHI

Energy &amp; Chassis Systems

Page 2 of 2

DERINGER-NEY INC  
2 DOUGLAS ST  
NEY INDUSTRIAL PARK  
BLOOMFIELD CT 06002-3690

**Requirements Contract**

PO Number	Date Issued
550069680	01/27/2005
Version	
01/27/2005 11:54:36	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes Continued:**

\*\*\*\*\*

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

\*\*\*\*\*

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

\*\*\*\*\*

INV # 3574N

This is to certify that the goods herein are in proper condition for shipment.

This Shipping Order must be posted, signed, and retained by the Agent.

Shipper No. 3341  
Carrier No.  
Date 7/12/05

CENTRAL TRANSPORT  
(Name of Carrier) (SCAC)

TO: Consignee DELPHI - CHINA WAGON CROSS ROCK FROM Shipper DERINGER-NEY INC.  
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1  
Street CISC 24065 Street NEY INDUSTRIAL PARK (860) 242-2283  
Destination 32 CECILITY WAGON Zip Code Origin BLOOMFIELD, CT Zip Code 06002 USA

No. Shipping Units	* HM	Kind of Packaging, Description of Article, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
1		1 pallet wiper ASM (PA-6) (FI-740)	95 lbs		
2		2 pallets wiper ASM (MOTD) (GAN-262/263)	395 lbs		
1		1 pallet wiper ASM (MOTD) (DAX)	35 lbs		
4			525 lbs		
BILL THIRD PARTY: DELPHI C (34085) c/o DATA 2 LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-9115					
CLASS 70					

REMI C.O.D. ADD	010-129900-7	Am: \$	C.O.D. FEE PREPAID COLLECT	TOTAL CHARGES: \$
spec shing \$	010-129900-7	Re	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other charges. (Signature of Consignor)	FREIGHT CHARGES FREIGHT PREPAID Check Box II except when box at right is checked COLLECT
or contain in po maly te pl for NI	SKD LSE CTN DRM BUN SWAC CRTS BSKT RCK TOTE SL & C			
SHIP OTHER	SWS-OF CTN SWS-STC CTN	SHIP INIT.	DATE	DATE
PER	Subject to NMFC 100/CTN-100 and 49 USC 14706 and DOT 49 CFR 370	PER	7-12	4/1/05

\*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations



**CENTRAL  
TRANSPORT**  
Pro Number  
010-129900-7

This is to certify that the information contained herein was properly checked, described, packaged, marked and labeled, and are in perfect condition and have been loaded by the shipper in accordance with the Department of Transportation.  
This Shipping Order must be kept by the shipper in its original form, and it is the responsibility of the shipper to maintain it.

Shipper No. 1441

Carrier No.

Date 7/12/07

TO: **DELPHI C CHIMUAMUA CROSS** (P.O. BOX 34065)  
FROM: **PRINGER-NEY INC**  
SHIP: **NEV INDUSTRIAL PARK (860) 242-2207**  
ORIGIN: **BLOOMFIELD, CT** ZIP CODE: **06002 USA**

NO.	DESCRIPTION	QTY	UNIT	WEIGHT	VALUE	CHARGES
1	yellow upper case (1000) (1000)	95	16			
2	yellow upper case (1000) (1000)	35	16			
3	yellow upper case (1000) (1000)	35	16			
4		505	16			

BILL TO: DELPHI C CHIMUAMUA CROSS  
P.O. BOX 34065  
EL PASO, TX 79908

010-129900-7

TO: DELPHI C CHIMUAMUA CROSS

FROM: PRINGER-NEY INC

SHIP: NEV INDUSTRIAL PARK

ORIGIN: BLOOMFIELD, CT

ZIP CODE: 06002 USA

DATE: 7/12/07

TIME: 4:15 PM

RECEIVED BY THE CONSIGNEE AND THE SHIPPER'S SIGNATURE IS REQUIRED.

SHIPPER'S SIGNATURE: *[Signature]*

CONSIGNEE'S SIGNATURE: *[Signature]*

DATE: 7/12/07

TIME: 4:15 PM

SHIPPER'S NAME: PRINGER-NEY INC

SHIPPER'S ADDRESS: NEV INDUSTRIAL PARK, BLOOMFIELD, CT 06002

SHIPPER'S PHONE: (860) 242-2207

SHIPPER'S FAX: (860) 242-2207

SHIPPER'S E-MAIL: pringer-ney@pringer-ney.com

CONSIGNEE'S NAME: DELPHI C CHIMUAMUA CROSS

CONSIGNEE'S ADDRESS: P.O. BOX 34065, EL PASO, TX 79908

CONSIGNEE'S PHONE: (957) 551-1111

CONSIGNEE'S FAX: (957) 551-1111

CONSIGNEE'S E-MAIL: delphi@delphi.com

SHIPPER'S SPECIAL INSTRUCTIONS: DELIVERY TRAILER: 47-2156

SHIPPER'S COD AMOUNT: 0.0000

SHIPPER'S SIGNATURE: *[Signature]*

SHIPPER'S DATE: 7/12/07

SHIPPER'S TIME: 4:15 PM

CONSIGNEE'S SIGNATURE: *[Signature]*

CONSIGNEE'S DATE: 7/12/07

CONSIGNEE'S TIME: 4:15 PM

SHIPPER'S ADDITIONAL DELIVERY SERVICES REQUESTED:

Insurance: \$70.00

Special Handling: \$90.00

Drainage: \$75.00

Residential: \$50.00

Storage: \$90.00

Refrigeration: \$100.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rates listed above.

CUSTOMER SIGNATURE: *[Signature]*

DATE: 7/12/07

TIME: 4:15 PM

ARRIVE TIME: 7:00 AM

DEPART TIME: 3:10 PM

# AND TYPE OF CONTAINER: 1000

DATE: 7/12/07

TIME: 4:15 PM

Central Transport Delivery Receipt

Ship Date: 07/12/05

Pieces: 4

Weight: 525

Reference Number:

Org: DC

010: 799

Freight Terms: Freight Charges Are Collect

SCAC: CTII

Consignee:

DELPHI C CHIMUAMUA CROSS

32 CELERITY WAGON ST

EL PASO, TX 79908

Shipper:

PRINGER-NEY INC

NEV INDUSTRIAL PARK

BLOOMFIELD, CT 06002

Special Instructions

Delivery Trailer: 47-2156

Shipper COD Amount: 0.0000

Stamp / Sign Here

Final: *[Signature]*

By: *[Signature]*

Pieces Received: 4

Driver: *[Signature]*

Date: 7/12/07

Time: 4:15 PM

Pro Number: 010-129900-7

Additional Delivery Services Requested:

Insurance: \$70.00

Special Handling: \$90.00

Drainage: \$75.00

Residential: \$50.00

Storage: \$90.00

Refrigeration: \$100.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rates listed above.

CUSTOMER SIGNATURE: *[Signature]*

DATE: 7/12/07

TIME: 4:15 PM



Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

Invoice No 000003627N

Customer 001796

**Duplicate Copy**

Bill to :

DELPHI ENERGY & ENGINE MGMT  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

SHIPPED TO ADDRESS:  
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/14/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	2535320103 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03768 Ship Date: 07/14/2005 BOL No. 1446 NEY Part No.012793		14,112.00000	1.22820	17,332.36
Frm			Total Item Price	17,332.36	
			Shipping	0.00	
Please pay balance due by Saturday August 13, 2005.			Insurance	0.00	
Late Payment charge maybe deducted if paid within Terms.			Total Inv Price	\$ 17,332.36	
			Amount Paid	\$ 16,739.65	
			Balance Due	\$ 592.71	
			Late Charge	\$ 554.64	
			Total Due w/ late Charge	\$ 1,147.35	

CUSTOMER COPY



Deringer-Ney Inc.

Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Customer No/Ship To: 001796-0001

Sales Order Shipper

DERINGER-NEY INC.  
Ney Inc.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK

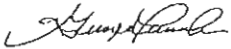
CISCO 34065

32 CELERITY WAGON

EL PASO TX 79906

USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	FOB
07/14/2005	550023828	000564-01	21	265.00	CENTRAL TRANSPORT	1446	OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	25353201\03 000 U/M EA SO Item 1, Release 078 WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY  NEY Part No. 012793          NEY Inc.   11/07/2005 Q A Supervisor  Lot/SN(s) 45994GRD269 Qty 14112.00000						14,112.00000
SHIP VIA CENTRAL TRANSPORT THIRD PARTY FREIGHT BILLING TO: DELPHI C (34065) C/O DATA2LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-9115							Total 14,112.00000

DELPHI

Energy &amp; Chassis Systems

Page 1 of 3

## Buyer:

Delphi Energy & Chassis Systems  
5820 Delphi Drive  
Troy MI 48098

## Requirements Contract

PO Number

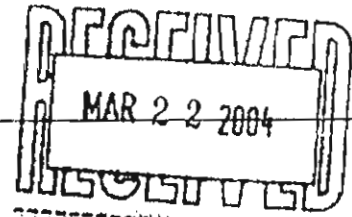
550023828

Date Issued

01/08/2003

Version

03/16/2004 14:44:24



## Deliver to:

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Vendor No: 1008126

DUNS No: 005073895

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

00010

25353201

HT01 DELPHI E &amp; C CHIHUAHUA

WIPER ASM-FUEL LVL SEN  
WIPER ASM-FUEL LVL SEN

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*

\*\*\*THIS AMENDMENT CHANGES VALIDITY &amp; PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Contact Address:

Phone: 248-813-4356

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2815

Fax: 248-813-4577

Date and Time Printed: 03/16/2004 14:44:24

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number  
550023828  
Version  
03/16/2004 14:44:24

Date Issued  
01/08/2003

Item No. Material No.  
Description

Plant

RECEIVED  
MAR 22 2004  
15:51:55

Notes Continued

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

\*\*\*\*\*  
This Contract replaces previous contract # --.  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  
\*\*\*\*\*

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.  
\*\*\*\*\*

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.  
\*\*\*\*\*

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

\*\*\*\*\*  
The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.  
\*\*\*\*\*

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.  
\*\*\*\*\*

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit



DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

### Requirements Contract

PO Number  
550023828  
Version  
03/16/2004 14:44:24

Date Issued  
01/08/2003

RECEIVED  
MAR 22 2004

Item No.	Material No.	Description
----------	--------------	-------------

Plant

150151

### Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Date 7/14/05

(SCAC)



**CENTRAL  
TRANSPORT**

Pro Number

010-129921-3

Central Transport Delivery Receipt

Ship Date 07/14/05	
Pieces 1	Weight 265
Reference Number	
Org 010	DC 799
Freight Terms Freight Charges Are Collect	
SCAC: CTII	

Consignee:

DELPHI C CHIHUAHUA 34065  
32 CELERITY WAGON ST  
EL PASO, TX 79906

Shipper:

DERINGER NEY INC  
NEY INDUSTRIAL PARK  
BLOOMFIELD, CT 06002

Special Instructions

Delivery Trailer: 53-8754

Shipper COD Amount  
0.0000

This is to certify that the below-named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in Indelible Pen, or in Carbon, and retained by the Agent.

**CENTRAL TRANSPORT**

FROM: **DERINGER NEY INC.**  
TO: **DELPHI C CHIHUAHUA 34065**  
Street: **NEY INDUSTRIAL PARK (860) 242-2281**  
Destination: **32 CELERITY WAGON ST** Zip Code: **06002 USA**  
Origin: **BLOOMFIELD, CT**  
Region: **FL 1450 TX 79906**

No. Shipping Unit	Unit	Rate	Charges
1	1 pallet w/ 2500 (CRO-265)	265	161

BILL THIRD PARTY:  
DELPHI C (34065)  
32 CELERITY WAGON ST  
P.O. BOX 9118  
NORWOOD, MA 02062-4118

010-129921-3

Subject to Section 7 of the conditions, if the shipper is to be delivered to the consignee without recourse on the consignee, the consignee shall not make delivery of this shipment without payment of freight and all other charges.

Freight Charges: **265**

Shipper: **DERINGER NEY INC**

Consignee: **DELPHI C CHIHUAHUA 34065**

Carrier: **714**

Date: **7/14/05**

Stamp / Sign Here

Firm: Delphi  
By: RM Miller  
Shipper's Name: DERINGER NEY INC  
Pieces Received: (21 BX)  
Driver: 714 Date: 7/14/05

Arrive Time: 8:00 AM Depart Time: 7:00 PM

Pro Number

010-129921-3

Additional Delivery Services Requested

☐ Home Delivery \$70.00 ☐ Sort - Separate \$90.00 ☐ Driver's Duty \$75.00  
☐ Insured at Shipper's Risk \$50.00 ☐ Liftgate \$90.00 ☐ Redelivery \$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Intermodal Use Only  
# And Type of Container: \_\_\_\_\_  
Part #: \_\_\_\_\_  
City of Box Location: \_\_\_\_\_  
Seal: \_\_\_\_\_  
Skids: \_\_\_\_\_  
Date: \_\_\_\_\_ Log: \_\_\_\_\_

Invoice No 000003702N



Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone: 860-242-2281  
Fax: 860-242-5688  
Billing Inquiry: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

Customer 001796

**Duplicate Copy**

Bill to :

**DELPHI ENERGY & ENGINE MGMT**  
**32 CELERTY WAGON**  
**EL PASO TX 79906**  
**USA**

SHIPPED TO ADDRESS:  
DELPHI C -CHIHUAHUA CROSS DOCK  
  
CISCO 34065  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 001245

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550069681	07/20/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25160689\52 U/M EA WIPER ASM PALINEY 6 SR/HT Shipper No. N03851 Ship Date: 07/20/2005 BOL No. 1400 NEY Part No.010110		10,080.00000	0.78820	7,945.06
Frm			Total Item Price		7,945.06
			Shipping		0.00
Please pay balance due by Friday August 19, 2005.			Insurance		0.00
Late Payment charge maybe deducted if paid within Terms.			Total Inv Price		\$ 7,945.06
			Amount Paid		\$ 3,939.71
			Balance Due		\$ 4,005.35
			Late Charge		\$ 254.24
			Total Due w/ late Charge		\$ 4,259.59

CUSTOMER COPY



**Ney Inc.**  
 Ney Industrial Park  
 Bloomfield, CT 06002-3619 USA  
 Phone.....: 860-242-2281  
 Fax.....: 860-242-5688  
 Billing Inquiry.....: 847-566-4100  
 www.DeringerNey.com

Customer No/Ship To: 001796-0001  
 Sales Order Shipper



Ship to : DELPHI C -CHIHUAHUA CROSS DOCK  
 CISCO 34065  
 32 CELERITY WAGON  
 EL PASO TX 79906  
 USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	F O B
07/20/2005	550069681	001245-01	15	190.00	CENTRAL TRANSPORT	1400	OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	25160689\52 WIPER ASM PALINEY 6 SR/HT  NEY Part No. 010110   						

**DELPHI**

Energy & Chassis Systems

Page 1 of 2

**Buyer:**

DELPHI  
ENERGY & CHASSIS SYSTEMS  
5820 DELPHI DR  
TROY MI 48098

**Deliver to:**

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

DERINGER-NEY INC  
2 DOUGLAS ST  
NEY INDUSTRIAL PARK  
BLOOMFIELD CT 06002-3690

**Requirements Contract**

PO Number	Date Issued
550069681	01/27/2005
Version	
01/27/2005 11:57:05	

Vendor No: 1010951  
DUNS No: 126011431

**Payment Terms:** ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

**Incoterms:** FOB-Freight Collect

Item No.	Material No. Description	Plant
00010	25160689 WIPER ASM	HT01 DELPHI E & C CHIHUAHUA
	Valid From	Valid To
	01/01/2004	12/31/2005
	Currency	Price
	USD	788.20
	Price Unit	UOM
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

This Contract replaces previous contract # ---  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 Failure to follow these instructions could result in a charge back to your company

FEB 01 2005

**Purchasing Contact:** McMillian, Tony

**Phone:** 248-813-4358

**Fax:** 248-813-4577

**Contact Address:**

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2815

**DELPHI**

Energy & Chassis Systems

Page 2 of 2

DERINGER-NEY INC  
2 DOUGLAS ST  
NEY INDUSTRIAL PARK  
BLOOMFIELD CT 06002-3690

**Requirements Contract**

PO Number 550069681	Date Issued 01/27/2005
Version 01/27/2005 11:57:05	

Item No.	Material No.
	Description

Plant

**Notes Continued:**

\*\*\*\*\*

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

\*\*\*\*\*

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.



\*\*\*\*\*

## Trace Shipment

### Trace Results

11/7/2005 4:37 PM

<b>Pro Number:</b> 010-129943-7	<b>BOL Number:</b> 1400 	<b>Pieces:</b> 1	<b>Weight:</b> 190	<b>Destination:</b> N/A
<b>Pickup Date:</b> 07/20/2005	<b>Est Delivery Date:</b> N/A	<b>Delivery Date:</b> 7/28/2005		
<b>Current Location:</b> N/A	<b>Status:</b> Delivered (Click Image to view Delivery Receipt - if available ) 			

To view  or  (if available) you must have the latest version of **Adobe Acrobat Reader**.  
[Click here to download Acrobat Reader.](#)



Invoice No 000003717N



Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

Customer 001796

**Duplicate Copy**

Bill to :

DELPHI ENERGY & ENGINE MGMT  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

SHIPPED TO ADDRESS:  
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

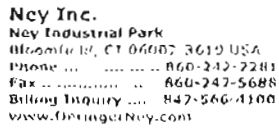
Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/21/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201103 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03866 Ship Date: 07/21/2005 BOL No. 1403 NEY Part No.012703		16,800 00000	1.22820	20,633.76
Frm			Total Item Price		20,633.76
Please pay balance due by Saturday August 20, 2005.			Shipping		0.00
Late Payment charge maybe deducted if paid within Terms.			Insurance		0.00
			Total Inv Price		\$ 20,633.76
			Amount Paid		\$ 19,928.16
			Balance Due		\$ 705.60
			Late Charge		\$ 660.28
			Total Due w/ late Charge		\$ 1,365.88

CUSTOMER COPY



**DERINGER-NAY INC**  
Nay Inc.

Salesman: 003

CUSTOMER COPY

11/09/2005 13:09 8602425688

**DELPHI**

Energy &amp; Chassis Systems

Page 1 of 3

**Buyer:**Delphi Energy & Chassis Systems  
5820 Delphi Drive  
Troy MI 48098**Requirements Contract**

PO Number

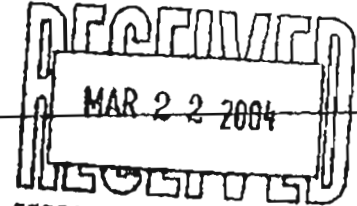
550023828

Date Issued

01/08/2003

Version

03/16/2004 14:44:24

**Deliver to:**DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

Vendor No: 1008126

DUNS No: 005073895

Payment Terms: Z/N2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-El Estero

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448**Item No. Material No. Description****Plant**

00010

25353201

HT01 DELPHI E &amp; C CHIHUAHUA

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*

\*\*\*THIS AMENDMENT CHANGES VALIDITY &amp; PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

Purchasing Contact: McMillan Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48068-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number  
550023828  
Version  
03/16/2004 14:44:24

Date Issued  
01/08/2003

Item No. Material No.  
Description

Plant

RECEIVED  
MAR 22 2004  
15:51:55

Notes Continued:

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

This Contract replaces previous contract # --.  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  
\*\*\*\*\*

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.  
\*\*\*\*\*

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the Internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

\*\*\*\*\*  
The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (a) savings resulting from reduction in the content of the goods shall be for the benefit

**DELPHI**

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

**Requirements Contract**

PO Number 550023828 Date Issued 01/08/2003  
Version 03/16/2004 14:44:24

**RECEIVED**  
MAR 22 2004

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes Continued:**

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

\*\*\*\*\*  
02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Inv# 3717K

This is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent

Shipper No. **1403**

Carrier No. \_\_\_\_\_

Date **7/6/05**

**CENTRAL TRANSPORT**

(Name of Carrier)


(SCAC)

TO: Consignor **DELPHI C - CHIHUAHUA CROSS DOCK** FROM: Shipper **DERINGER-NEY INC.**  
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1  
Street **C1510 74065** Street **NEY INDUSTRIAL PARK (860) 242-228**  
Destination **32 CRRMITY WA 6024** Code Origin **BLOOMFIELD, CT** Zip Code **06002 US**

Route	No Shipping Units	* H/L	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
<b>02 PASS TX 79906</b>						
	2		<b>2 pallets w/p-r asm (WY-D) (GAD-279+80)</b>	<b>325 lbs</b>		
	1		<b>1 pallet w/p-r asm (WY-D) (GAD-100)</b>	<b>85 lbs</b>		
	3			<b>410 lbs</b>		

BILL THIRD PARTY:  
DELPHI C (34065)  
c/o DATA 2 LOGISTICS  
P.O. BOX 9115  
WORWOOD, MA 02062-9115

**CLASS 70**

REMIT: C.O.D. ADDRESS No specific To shipper	 <b>010-129949-4</b> LUNAR-II C.O. 88 PS-ATID <b>B/L</b>	C.O.D. FEE: PREPAID <input type="checkbox"/> \$ COLLECT <input checked="" type="checkbox"/>	TOTAL CHARGES \$
		Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other charges. (Signature of Consignor)	<b>FREIGHT CHARGES</b> FREIGHT PREPAID <input type="checkbox"/> Check Box if except when box Charges are to be at consignee's check COLLECT <input checked="" type="checkbox"/>

3 SKD <input type="checkbox"/> LSE CTN <input type="checkbox"/> DRM <input type="checkbox"/> BUN <input type="checkbox"/> SWAC <input type="checkbox"/> CRTS <input type="checkbox"/> BSKT <input type="checkbox"/> RCK <input type="checkbox"/> TOTE <input type="checkbox"/> SL & C <input type="checkbox"/> SWS-OF <input type="checkbox"/> CTN <input type="checkbox"/> SWS-STC <input type="checkbox"/> CYN <input type="checkbox"/> OTHER <input type="checkbox"/> SHIP. INIT. <input type="checkbox"/> Subject to 10MFC 100/CTN-100 and 49 USC 14706 and 501 48 CFR 370	of this Bill of Lading, the property described above in apparent good order, except for noted conditions and condition which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation) delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is agreed that the carrier shall not be liable for any loss or damage to the property described above in this Bill of Lading, if the property is not properly packed, marked, labeled, and secured in accordance with the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted by the carrier. CARRIER <b>781 (301752)</b> PER <b>781 (301752)</b>
--	---

See 10MFC 100/CTN-100 and 49 USC 14706 and 501 48 CFR 370

Central Transport Delivery Receipt



CENTRAL  
TRANSPORT

Pro Number

010-129949-4

Ship Date 07/21/05	
Pieces 3	Weight 410
Reference Number	
Org 010	DC 799
Freight Terms Freight Charges Are Collect	
SCAC:	CTII

Consignee:

DELPHI C CHIHUAHUA PLT 34  
32 CELERITY WAGON ST  
EL PASO, TX 79806

Shipper:

DERINGER NEY INC  
NEY INDUSTRIAL PARK  
BLOOMFIELD, CT 06002

Special Instructions

Delivery Trailer: 47-2062

Shipper COD Amount  
0.0000

This is a copy of the original receipt. It is not valid for payment. It is valid only for tracking purposes. This Shipping Order must be legibly filled in, is not to be filled in by the Agent, and is not to be filled in by the Agent.

**CENTRAL TRANSPORT**  
(Name of Carrier)

To: Consignee **DELPHI C - CHIHUAHUA (003) 0000** FROM: Shipper **DERINGER-NEY INC**  
On Collect on Delivery unless otherwise noted. The "COD" must appear on the bill of lading. If an alternative product is sent, QIR, Inc. 1

From: **1310 7400** To: **NEY INDUSTRIAL PARK (360) 242-228**  
Destination: **32 CELERITY WAGON ST** City: **BLOOMFIELD, CT** Zip Code: **06002 US**

Rate: **799.00** Kind of Receipt: **Delivery of Goods** Vehicle Number: **799.00**

Item	Rate	Charges
1. <b>DELPHI C - CHIHUAHUA (003) 0000</b>	325.00	
2. <b>DELPHI C - CHIHUAHUA (003) 0000</b>	85.00	
3. <b>DELPHI C - CHIHUAHUA (003) 0000</b>	410.00	

ALL THIRD PARTY: DELPHI C (003) 0000  
ON DATA LOGISTICS  
P.O. BOX 1115  
NORWOOD, MA 02062-0115

010-129949-4

SHIPMENT: **DELPHI C - CHIHUAHUA (003) 0000**

Additional Delivery Services Requested:

<input type="checkbox"/> Inside Delivery \$70.00	<input type="checkbox"/> Rent - 8' or more \$90.00	<input type="checkbox"/> Driver Delay \$75.00
<input type="checkbox"/> In-Home Delivery \$50.00	<input type="checkbox"/> Targets \$90.00	<input type="checkbox"/> Relinquish \$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees in the rates listed above.

Consignee Signature: *[Signature]*

Internal Use Only

One of the Affected: *[Signature]* Date: *[Date]* Log: *[Log]*

Stamp / Sign Here

Firm

By

Pieces Received **3501 1310**

Driver

Pro Number

010-129949-4

Additional Delivery Services Requested

☐ Inside Delivery \$70.00 ☐ Rent - 8' or more \$90.00 ☐ Driver Delay \$75.00  
☐ In-Home Delivery \$50.00 ☐ Targets \$90.00 ☐ Relinquish \$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees in the rates listed above.

Consignee Signature

Internal Use Only

One of the Affected

Date

Log

Invoice No 000003724N



Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

Customer 001796

**Duplicate Copy**

Bill to :

DELPHI ENERGY & ENGINE MGMT  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

SHIPPED TO ADDRESS:  
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 001666

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550069680	07/21/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details	Quantity	Unit Price	Extended Price	
000001	25342895102 U/M EA WIPER-DIESEL MULTIBUTTON NEYD* Shipper No. N03873 Ship Date: 07/21/2005 BOL No. 1403 NEY Part No.012120	3,840.00000	1.70960	6,564.86	
	Frm		Total Item Price	6,564.86	
			Shipping	0.00	
			Insurance	0.00	
			Total Inv Price	\$ 6,564.86	
			Late Charge	\$ 210.08	
			Total Due w/ late Charge	\$ 6,774.94	
	Please pay balance due by Saturday August 20, 2005.  Late Payment charge maybe deducted if paid within Terms.				





Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Customer No/Ship To: 001796-0001



Sales Order Shipper





Ship to : DELPHI C -CHIHUAHUA CROSS DOCK  
CISCO 34065  
32 CELERITY WAGON  
EL PASO TX 79906  
USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	FOB
07/21/2005	550069680	001666-00	6	85.000	CENTRAL TRANSPORT	1403	OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	25342895\02 U/M EA SO Item 1, Release 009 WIPER-DIESEL MULTIBUTTON NEYD*  NEY Part No. 012120  <						

Trace Results		11/7/2005 ~ 4:38 PM		
<b>Pro Number:</b> 010-129949-4	<b>BOL Number:</b> 1403 	<b>Pieces:</b> 3	<b>Weight:</b> 410	<b>Destination:</b> N/A
<b>Pickup Date:</b> 07/21/2005	<b>Est Delivery Date:</b> N/A	<b>Delivery Date:</b> 8/1/2005		
<b>Current Location:</b> N/A	<b>Status:</b> Delivered (Click image to view Delivery Receipt - if available ) 			

To view  or  (if available) you must have the latest version of **Adobe Acrobat Reader**.  
Click [here](#) to download Acrobat Reader.

**DELPHI**

Energy & Chassis System

Page 1 of 2

**Buyer:**

DELPHI  
ENERGY & CHASSIS SYSTEMS  
5820 DELPHI DR  
TROY MI 48098

**Requirements Contract**

PO Number 550069680 Date Issued 01/27/2005  
Version 01/27/2005 11:54:36

**Deliver to:**

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

Vendor No: 1010951  
DUNS No: 126011431

DERINGER-NEY INC  
2 DOUGLAS ST  
NEY INDUSTRIAL PARK  
BLOOMFIELD CT 06002-3690

**Payment Terms:** ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

**Incoterms:** FOB-Freight Collect

Item No.	Material No. Description	Plant			
00010	25342895 WIPER ASM-FUEL LVL SEN	HT01 DELPHI E & C CHIHUAHUA			
Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2004	12/31/2005	USD	1,677.60	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

This Contract replaces previous contract # ---  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

FEB 01 2005

Purchasing Contact: McMillian, Tony

Contact Address:

Phone: 248-813-4358

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2515

Fax: 248-813-4577

DELPHI

Energy & Chassis Systems

Page 2 of 2

DERINGER-NEY INC  
2 DOUGLAS ST  
NEY INDUSTRIAL PARK  
BLOOMFIELD CT 06002-3690

### Requirements Contract

PO Number	Date Issued
550069680	01/27/2005
Version	
01/27/2005 11:54:36	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

#### Notes Continued:

\*\*\*\*\*  
\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

\*\*\*\*\*

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

\*\*\*\*\*

INV# 3904

This is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in Indelible Pencil, or in Carbon, and retained by the Agent

Shipper No. **1403**

Carrier No. \_\_\_\_\_

Date **7/21/05**

**CENTRAL TRANSPORT**

(Name of Carrier)


(SCAC)

TO: Consignee **DELPHI C - CHIHUAHUA CROSS DOCK** FROM: Shipper **DERINGER-NEY INC.**  
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1  
Street **CISCO 74065** Street **NEY INDUSTRIAL PARK (860) 242-228**  
Destination **32 CEMEXITY WAGONS** Code \_\_\_\_\_ Origin **BLOOMFIELD, CT** Zip Code **06002 US**

Route <b>EL PASO TX 79906</b>		Vehicle Number			
No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
<b>2</b>		<b>5 pallets wiper ASM (NEY-D) (GRO-279280)</b>	<b>325 lbs.</b>		
<b>1</b>		<b>pallet wiper ASM (010-02) (056L-100)</b>	<b>85 lbs.</b>		
<b>3</b>			<b>410 lbs.</b>		

BILL THIRD PARTY:  
DELPHI C (34065)  
c/o DATA 2 LOGISTICS  
P.O. BOX 9115  
NORWOOD, MA 02062-9115

**CLASS 70**

REF. NO. C.O.D. ADDRESS No. specific to shipper	<b>010-129949-4</b>	C.O.D. FEE: PREPAID <input type="checkbox"/> <b>6</b> COLLECT <input checked="" type="checkbox"/>	TOTAL CHARGES: <b>5</b>
	Linear: <input type="checkbox"/> C.C. <input type="checkbox"/> S.S. <input type="checkbox"/> PS-ATTD <input type="checkbox"/> <b>B/L</b>	<b>FREIGHT CHARGES</b> FREIGHT PREPAID <input type="checkbox"/> Check Box if Charges are to be checked COLLECT <input type="checkbox"/>	

<b>3</b> SKD <input type="checkbox"/> LSE CTN <input type="checkbox"/> DRM <input type="checkbox"/> BUN <input type="checkbox"/> SWAC <input type="checkbox"/> CRTS <input type="checkbox"/> BSKT <input type="checkbox"/> RCK <input type="checkbox"/> TOTE <input type="checkbox"/> SL & C <input type="checkbox"/> SWS-OF <input type="checkbox"/> CTN <input type="checkbox"/> SWS-STC <input type="checkbox"/> CTN <input type="checkbox"/>	OTHER _____ SHIP. INIT. _____ Subject to NMFC 103/CTII-100 and 49 USC 14706 and DOT 49 CFR 370	CARRIER <b>721 (306752)</b> PER _____
--	---	--

Mark with "X" to designate Hazardous Materials as defined in Title 49 of the Code of Federal Regulations.

Invoice No 000003799N



Ney Inc.  
Ney Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
www.DeringerNey.com

Please remit to:  
Deringer-Ney Inc.  
4062 Paysphere Circle  
Chicago, IL 60674

Customer 001796

**Duplicate Copy**

Bill to :

DELPHI ENERGY & ENGINE MGMT  
32 CELERTY WAGON  
EL PASO TX 79906  
USA

SHIPPED TO ADDRESS:  
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065  
32 CELERITY WAGON  
EL PASO TX 79906  
USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/25/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201\03 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03953 Ship Date: 07/26/2005 BOL No. NEY Part No.012793		30,240.00000	1.22820	37,140.77
Frm			Total Item Price	37,140.77	
			Shipping	0.00	
Please pay balance due by Thursday August 25, 2005.			Insurance	0.00	
Late Payment charge maybe deducted if paid within Terms.			Total Inv Price	\$ 37,140.77	
			Amount Paid	\$ 35,870.69	
			Balance Due	\$ 1,270.08	
			Late Charge	\$ 1,188.50	
			Total Due w/ late Charge	\$ 2,458.58	

CUSTOMER COPY

## Invoices



Derlinger-Ney Inc.

**Ney Inc.**  
New Industrial Park  
Bloomfield, CT 06002-3619 USA  
Phone.....: 860-242-2281  
Fax.....: 860-242-5688  
Billing Inquiry.....: 847-566-4100  
[www.DeringerNey.com](http://www.DeringerNey.com)

05/17/07 Entered 05/30/07 15:30:14 Inv  
Pg 55 of 59 **Shipping List** N03953


Customer No/Ship To: 001796-0001  
Sales Order Shipper



DERINGER-NEY INC.  
NEY INC.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK  
CISCO 34065  
32 CELERITY WAGON  
EL PASO TX 79906  
USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	F O B
07/26/2005	550023828	000564-01	45	700.00	CENTRAL TRANSPORT		OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	<p>25353201103                      000                      U/M EA    SO Item 1, Release 080</p> <p>WIPER ASM (MULTI-BUTTON)NEY D*</p> <p>C729 /NEYORO D GRAY</p> <p>NEY Part No. 012793</p> <p>NEY Inc.</p> <p> 11/07/2005</p> <p>Q A Supervisor</p> <p>Lot/SN(s)    45994GRD270                      Qty    14112.00000</p> <p>                  45994GRD271                      Qty    16128.00000</p>						30,240.00000
	<p>SHIP VIA CENTRAL TRANSPORT THIRD PARTY FREIGHT</p> <p>BILLING TO:</p> <p>DELPHI C (34065)</p> <p>C/O DATA2LOGISTICS</p> <p>P.O. BOX 9115</p> <p>NORWOOD, MA 02062-9115</p>						Total 30,240.00000

**DELPHI**

Energy &amp; Chassis Systems

Page 1 of 3

**Buyer:**

Delphi Energy & Chassis Systems  
5820 Delphi Drive  
Troy MI 48098

**Requirements Contract**

PO Number

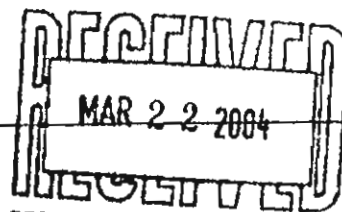
550023828

Date Issued

01/08/2003

Version

03/16/2004 14:44:24

**Deliver to:**

DELPHI E & C - CHIHUAHUA  
AVENIDA DE LAS INDUSTRIAS 4909  
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS  
31110  
MEXICO

Vendor No: 1008126

DUNS No: 005073895

Payment Terms: 2/2N2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Item No.	Material No.	Plant
Description		

00010

25353201

HT01 DELPHI E &amp; C CHIHUAHUA

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*

\*\*\*THIS AMENDMENT CHANGES VALIDITY &amp; PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48068-2815



DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number  
550023828  
Version  
03/16/2004 14:44:24

Date Issued  
01/08/2003

Item No. Material No.  
Description

Plant

RECEIVED  
MAR 22 2004  
15:51:15

Notes Continued

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

This Contract replaces previous contract # ---.  
\*\*\*\*\*

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  
\*\*\*\*\*

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.  
\*\*\*\*\*

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

\*\*\*\*\*  
The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

**DELPHI**

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC  
1250 TOWN LINE RD  
MUNDELEIN IL 60060-4448

**Requirements Contract**

PO Number 550023828 Date Issued 01/08/2003  
Version 03/16/2004 14:44:24

**RECEIVED**  
MAR 22 2004

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes Continued:**

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

\*\*\*\*\*  
02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Reorder Form  
 No. 7-45433

This is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.


STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

Shipper No. 1407  
 Carrier No. \_\_\_\_\_  
 Date 7/26/05

Central Transport  
 (Name of Carrier)

TO: Consignee <u>Delphi C-Chihuahua Cross Dock</u>	FROM: Shipper <u>DERINGER-NEY INC.</u>
On Collect on Delivery shipments, the letters "C.O.D." must appear before consignee's name or as otherwise provided in Item 430, Dec. 1	
Street <u>CISCO 34065</u>	Street <u>NEY INDUSTRIAL PARK (860) 242-228</u>
Destination <u>32 Celerity Wagon</u>	Origin <u>BLOOMFIELD, CT</u>
Route <u>El Paso, TX 79906</u>	Zip Code <u>06002 US</u>
No. Shipping Units	Vehicle Number

No. Shipping Units	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
1	<del>pallet multi Button Wagon</del> <del>DSPL-103</del>	90 lbs		
3	pallet multi Button Wagon GRD-270, GRD-271 GRD-271A	700 lbs		
		Total 790 lbs		
		class 70		

REMIT C.O.D. TO ADDRESS	C.O.D. Amt. \$	C.O.D. FEE PREPAID COLLECT \$	TOTAL CHARGES \$
Driver's Signature Only Acknowledges Receipt of Freight  <b>010-131217-2</b> SHIPPER LABEL		FREIGHT CHARGES FREIGHT PREPAID Check Box II Charges are to be checked <input checked="" type="checkbox"/> COLLECT	
(Signature of Consignor)			

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property overall or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every act to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification on the date of shipment and the said terms and conditions are hereby agreed to by the carrier and its assignee.

SHIPPER <u>DERINGER-NEY INC.</u>	CARRIER <u>726</u>
PER <u>3 PLTS</u>	PER

\*Mark with "X" to designate hazardous materials as defined in Title 49 of the Code of Federal Regulations